



Comcast Cable Communications, Inc.  
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October 3, 2005

VIA OVERNIGHT MAIL

Board of Selectmen  
Town of Tewksbury  
1009 Main Street  
Tewksbury, MA 01876

***Re: Tewksbury Renewal Cable Television License***

Dear Chairman and Members of the Board:

Enclosed please find two (2) fully executed originals of the Cable Television Renewal License between the Town of Tewksbury and Comcast of Southern New England, Inc. As you know, the renewal is for a term of 10 years effective September 20, 2005 and expiring at midnight on September 19, 2015.

If you have any questions, please feel free to contact me. Thank you.

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Sincerely,

Denise Mason  
Franchising Coordinator

/dmm

Enc.

cc: Cable Advisory Committee – C/O Tewksbury Town Hall  
Brian Merrick - Massachusetts Cable Television Division Municipal Liaison  
William H. Solomon, Esq.  
Nick Leuci - Comcast Regional Director of Franchising and Community Relations (3<sup>rd</sup> original)  
Rob Travers - Comcast Manager of Government and Community Relations (4<sup>th</sup> original)  
Bob Carr - Comcast Manager of Government and Community Relations  
Comcast Accounting Department  
Comcast Division Franchising Department

**RENEWAL**  
**CABLE TELEVISION LICENSE**  
**FOR**  
**TOWN OF TEWKSBURY,**  
**MASSACHUSETTS**

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# **Tewksbury Renewal License**

## **INTRODUCTION**

WHEREAS, Comcast of Southern New England, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Tewksbury, Massachusetts (hereinafter the "Town"), said license having commenced on July 1, 1995;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated August 5, 2002 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated April 25, 2005;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with the Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

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~~WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.~~

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

# ARTICLE 1

## DEFINITIONS

### SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

- 1) Affiliate or Affiliated Person - When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- 2) Basic Cable Service – any service tier which includes the retransmission of local television broadcast signals.
- 3) Cable Act - Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.
- 4) Cable Television System or Cable System – the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Tewksbury, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes Video Programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.



5) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

6) Cable Service - (a) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

7) Complaint - Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

8) Drop - The coaxial cable that connects a home or building to the Subscriber Network or Institutional Network.

9) Educational Access Channel - Video channel(s) designated for non-commercial use by educational institutions designated by the Issuing Authority, such as public or private schools, but not "home schools," community colleges, and universities.

10) Effective Date - September 20, 2005

11) FCC - Federal Communications Commission or any successor governmental entity.

12) Franchise Fee - The payments to be made by the Licensee to the Issuing Authority, the Town of Tewksbury and or any other governmental subdivision, such as an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

13) Governmental Access Channel - Channel designated for noncommercial use by the Issuing Authority for the purpose of showing public local government programming.

14) Gross Annual Revenues - Revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all pay-per-view, pay cable and premium cable revenues; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees and/or charges; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Cable Service Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of the Licensee and any other Person which is derived directly or indirectly from

or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

15) Issuing Authority - The Board of Selectmen of the Town of Tewksbury, Massachusetts, or the lawful designee thereof.

16) Licensee - Comcast of Southern New England, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

17) License Fee - The payments to be made by the Licensee to the Issuing Authority, the Town of Tewksbury and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

18) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours and/or some weekend hours.

19) Outlet - An interior receptacle that connects a television set to the Cable Television System.

20) Prime Rate - The prime rate of interest at the Federal Reserve Bank of Boston or its successor.

21) Public, Educational and Government (PEG) Access Programming - Programming produced by any Tewksbury residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

22) Person - An individual, partnership, association, joint stock company, trust, corporation, legally recognized group of individuals acting in concert or governmental entity.

23) Public Access Channel - Video channel(s) designed for non-commercial use by the public on a first-come, first-served, non-discriminatory basis and managed by the Issuing Authority and/or its designee(s).

24) Public Way - The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses by the Town and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing

Authority in the Town of Tewksbury, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Tewksbury for the purpose of public travel, or for utility or public service use dedicated for compatible uses by the Town, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

25) Public Buildings - Those buildings owned or leased by the Issuing Authority for government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

26) Renewal License or License - Means this Agreement and any amendments or modifications in accordance with the terms herein.

27) Standard Installation - The standard one hundred twenty-five foot (125') Drop connection to the existing distribution system.

28) State - the Commonwealth of Massachusetts.

29) Subscriber - Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Cable Service provided by the Licensee by means of, or in connection with, the Cable Television System.

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30) Subscriber Network - The trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

31) Town - The Town of Tewksbury, Massachusetts.

32) Video Programming - Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

#### **SECTION 2.1 - GRANT OF RENEWAL LICENSE**

(a) Pursuant to the authority of M.G.L. c. 166A and the Cable Act, the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Southern New England, Inc., a Massachusetts Corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Tewksbury.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c.166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade install, operate and maintain a Cable Television System within the Public Way.

#### **SECTION 2.2 - TERM: NON-EXCLUSIVITY**

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on September 20, 2005, following the expiration of the current license, and shall terminate at midnight on September 19, 2015.

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#### **SECTION 2.3 - RESERVATION OF AUTHORITY**

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (b) be construed as a waiver of any codes or bylaws of general applicability and not specific to the Cable Television System, the Licensee, or this License, or (c) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws and lawful regulations necessary to the safety and welfare of the public and shall comply accordingly with them. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

## **SECTION 2.4 - NON-EXCLUSIVITY OF LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Tewksbury; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) or said license (s) as amended shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(c) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(d) In the event that the Licensee believes that any additional license(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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(e) Should the Licensee demonstrate that any such additional license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within a reasonable time.

(f) In the event that the Licensee demonstrates that in the future a licensee that has been granted a cable television license in the Town has been provided relief by the Issuing Authority from any material obligation of its license, then the Licensee may request an equivalent amount of relief from obligations herein if said relief causes said cable television license to be more favorable or less burdensome than this Renewal License. The Issuing Authority must agree in writing to any such request, which request the Issuing Authority shall consider and negotiate in good faith, and which shall be in the form of a written amendment to this Renewal License. To obtain such relief, the Licensee shall request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of such

request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any existing cable television licensees in the Town have been provided relief by the Issuing Authority from any material obligation of its cable television license and that said relief causes said cable television license(s) to be more favorable or less burdensome than this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief.

## **SECTION 2.5 – TRANSFER OF THE RENEWAL LICENSE**

(a) Subject to applicable law, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to 207 CMR 4.04, as it may be amended, and applicable federal law in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and may consider any other criteria allowable under applicable law.

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(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended pursuant to applicable law.

(f) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

#### **SECTION 2.6 – EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.5 above shall be null and void, and shall be deemed a material breach of the Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

**ARTICLE 3**  
**SYSTEM SPECIFICATIONS AND CONSTRUCTION**

**SECTION 3.1 - AREA TO BE SERVED**

(a) The Licensee shall continue to make its Cable System Service available to all areas of the Town where Cable Service is currently available to residents as of the Effective Date of this Renewal License, within fifteen (15) days of a request therefore from any residences in those areas, subject to the Licensee being able to obtain any necessary easements and/or permits.

(b) In those areas of the Town where Cable Service is not available, as of the Effective Date of this Renewal License, the Licensee shall provide Cable Service to residents in such areas within ninety (90) days of a request for aerial service and one hundred eighty (180) days for underground service, subject to (i) the Licensee being able to obtain any necessary easements and/or permits; (ii) there being fifteen (15) dwelling units per aerial mile or fractional proportion thereof and/or thirty (30) dwelling units per underground mile or fractional proportion thereof in those areas where Cable Service is not available; and (iii) subject to Force Majeure. If within a development the contractor is responsible for providing an open trench or conduit to the Licensee, the underground density requirement shall be fifteen (15) dwelling units per mile or fractional proportion thereof.

(c) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 3.1(b) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the costs of extending service to dwelling units in an area along the Public Ways that meets the density requirements specified in Section 3.1(b) above. The resulting cost shall equal the per dwelling unit contribution relating to line extension of cable service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

\* C equals the cost of construction of new plant from existing Cable System plant;

\* LE equals the number of dwelling units requesting service in the line extension area and who subsequently pay a contribution in aid;

\* CA equals the average cost of construction per mile in the primary service area;

\* P equals the required number of dwelling units per mile; and

(d) Subject to the provisions herein, any dwelling unit within one hundred twenty-five feet (125 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation rate. Installations of more than one hundred twenty-five feet



(125 ft) shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws, however the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(e) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

## **SECTION 3.2 – UNDERGROUND FACILITIES**

(a) In the areas of the Town in which telephone lines and electric utility lines are underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes are utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) The Town shall make best efforts to notify the Licensee of any underground grant-of-location requests submitted to the Town by a utility.

(d) In the event that the Licensee is required to place existing aerial plant underground the Licensee reserves its right to pass through those costs to Subscribers if and to the extent allowed by applicable law.

### **SECTION 3.3 - SUBSCRIBER NETWORK**

The Licensee shall maintain a Cable Television System, fully capable of carrying a minimum of seventy-seven (77) channels of Video Programming to Tewksbury Subscribers.

### **SECTION 3.4 - SUBSCRIBER NETWORK CABLE DROPS TO PUBLIC BUILDINGS**

(a) The Licensee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each public building, including public schools, police and fire stations, public libraries and other public buildings as designated by the Issuing Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Licensee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to all new public buildings and other Town owned public buildings, along the Cable System subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of the Licensee to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service.

(c) Nothing in this Section shall require the Licensee to move existing Drops or Outlets, as listed in **Exhibit A**, or install an additional Drop or Outlet to any municipal or Town owned or leased public building which already have a free Drop or Outlet. In the event that an existing drop is moved it will be at the expense of the Issuing Authority.

### **SECTION 3.5 - INSTITUTIONAL NETWORK**

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(a) Licensee shall continue to maintain and operate the existing cable Institutional Network ("I-Net") for video and audio purposes for the term of this License. The I-Net will be limited to those buildings listed in **Exhibit B**, except that the Licensee shall extend the I-Net to new public buildings and/or to a new access studio if requested by the Issuing Authority, subject to force majeure (including the availability of equipment and parts needed for such extension(s)), and further provided that any such extension shall be paid for by the Town at the actual cost of installation, plus a reasonable rate of return as allowed under applicable law and regulation. The Issuing Authority may continue to use the existing I-Net for the transfer of data and the Licensee agrees to maintain the network for such usage. Any additional applications deployed by the Town after the Effective Date of this Renewal License shall be deployed at the sole cost of the Town and shall be implemented at the Town's sole risk. The Licensee shall not be responsible for upgrading and/or servicing the I-Net in order to accommodate any such additional applications deployed by the Issuing Authority and its designees.

(b) In the event there are technical problems with the I-Net subject to 3.5 (a), excluding any devices, hardware, or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem. The demarcation point between the Licensee's portion of the system and the Town's portion shall be the output of the end-use equipment (modulator, data modem, etc.) Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly. Said tests shall be performed as prescribed by FCC regulations for video and audio signals provided by a cable television system. The Licensee reserves the right to charge the Issuing Authority or the Issuing Authority's designee(s) a customary and hourly service charge for actual service calls related to signal transmission problems caused by end user equipment, with the point of demarcation being that described above. The Issuing Authority or its designee(s) shall be responsible for paying such charges only if the problem was caused by such end user equipment.

**ARTICLE 4**  
**TECHNOLOGICAL, OPERATIONAL AND SAFETY STANDARDS**

**SECTION 4.1 - SYSTEM MAINTENANCE**

- (a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.
  - (b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code and the National Electric Code, as the same exist or as same may be hereafter changed or amended.
  - (c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.
  - (d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.
  - (e) The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.
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**SECTION 4.2 - REPAIRS AND RESTORATION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon written demand by the Issuing Authority.

### **SECTION 4.3 - TREE TRIMMING**

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways and shall comply with applicable state law and generally applicable Town bylaws and lawful regulations.

### **SECTION 4.4 - STRAND MAPS**

Upon written request not more than once annually, the Licensee shall file with the Issuing Authority strand maps of all Cable System plant. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains. In addition if substantive changes are made in the Cable System, the Licensee shall notify the Issuing Authority and, upon written request, the Licensee shall file updated maps annually, not later than sixty (60) days after a written request.

### **SECTION 4.5 - BUILDING MOVES**

(a) In accordance with applicable laws, the Licensee shall, at its sole expense, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

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### **SECTION 4.6 - DIG SAFE**

The Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L.c. 82, § 40.

### **SECTION 4.7 - DISCONNECTION AND RELOCATION**

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

#### **SECTION 4.8 - EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

#### **SECTION 4.9 – REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee may require an itemized invoice detailing, including but not limited to, the number of hours, the hourly rate used, materials used and any other miscellaneous costs occurred as a result of said removal or relocation. The Licensee shall reimburse the Issuing Authority the cost and reasonable expense of such removal within sixty (60) days.

#### **SECTION 4.10 – RIGHT TO INSPECTION**

The Issuing Authority or its designee(s) shall have the right to inspect the plant or equipment of the Licensee in the Town at reasonable times and under reasonable circumstances to ensure compliance with the terms and conditions of this Renewal License and applicable law and regulations; ~~provided, however, that such inspections are reasonable and do not unreasonably interfere with the~~ operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee except in an emergency situation. The Licensee may have a representative present during such inspections and shall fully cooperate in these activities.

#### **SECTION 4.11 – PEDESTALS**

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with generally applicable Town rules, regulations and/or by-laws. All such pedestals shall be shown on the construction maps submitted to the Town in accordance with Section 4.4 infra.

#### **SECTION 4.12 – PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, shown to have been damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

#### **SECTION 4.13 – RELOCATION OF FIRE ALARMS**

The Licensee shall reimburse the Town at cost for any reasonable expense, including materials and labor, caused by relocation of any fire alarm cable or equipment to make poles ready for the Licensee's cable or equipment. The Town shall cooperate in this relocation so as to minimize delay in the Licensee's installation, maintenance and repair schedule.

## **ARTICLE 5 PROGRAMMING**

### **SECTION 5.1 - BASIC CABLE SERVICE**

The Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534. In accordance with federal law, Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Cable Services.

### **SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, the Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit C**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Licensee.

(b) Licensee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

### **SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS**

The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee, if any, and allow the use of remotes. The Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

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### **SECTION 5.4 - STEREO TV TRANSMISSIONS**

All Broadcast Signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

### **SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532 (Section 612 (b)(1)(B) of the Cable Act), the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal law.



## **SECTION 5.6 – VCR/DVD/CABLE COMPATIBILITY/EQUIPMENT POLICIES & PRACTICES**

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and record any channel and set their "time shifter" to record multiple channels, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR/DVD owners to record and view any channel capable of being tuned by such owner's television set and/or VCR/DVD, except two scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License.

(b) The Licensee reserves its rights to scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals, in accordance with applicable law(s).

## **SECTION 5.7 – CONTINUITY OF CABLE SERVICE**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

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**ARTICLE 6**  
**PEG ACCESS CHANNEL(S) AND SUPPORT**

**SECTION 6.1 - PEG ACCESS CHANNEL(S)**

(a) Use of channel capacity for public, educational and governmental (“PEG”) access shall be provided on the most basic tier of service offered by Licensee in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to and in accordance with Section 611 of the Cable Act. The Issuing Authority and/or its designee(s) shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use. The PEG Access Channels shall be included in the Licensee’s Basic Cable Service, subject to applicable law.

(b) Licensee shall designate one (1) channel(s) for a Public Access Channel to be used for public access video programming provided by the Issuing Authority or its designee, such as a public access organization. A Public Access Channel may not be used to cablecast programs for profit, political or commercial fundraising in any fashion.

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(c) Licensee shall designate one (1) channel(s) for an Educational Access Channel to be used for educational access video programming provided by the Issuing Authority or its designated educational institution(s). A Educational Access Channel may not be used to cablecast programs for profit, political or commercial fundraising in any fashion.

(d) Licensee shall designate one (1) channel(s) for a Governmental Access Channel to be used for government video programming provided by the Issuing Authority. A Government Access Channel may not be used to cablecast programs for profit, political or commercial fundraising in any fashion.

## SECTION 6.2 – PEG ACCESS OPERATING SUPPORT

(a) Commencing on the Effective Date, the Licensee shall provide an annual payment to the Issuing Authority and/or its designee(s), to be used for, among other things, PEG Access programming and operations and related technology, as follows:

January 1, 2006 – June 30, 2006	2.25% of Licensee's Gross Annual Revenues
July 1, 2006 – June 30, 2007	2.50 % of Licensee's Gross Annual Revenues
July 1, 2007 – June 30, 2008	2.75 % of Licensee's Gross Annual Revenues
July 1 2008 – June 30, 2009.	3.00 % of Licensee's Gross Annual Revenues

This funding shall continue at the 3% rate, however, in addition to the said 3% above the Issuing Authority shall have the right to unilaterally exercise a one quarter percent (0.25%) increase twice during years five through nine of this Renewal License. Once increased said 0.25% increases(s) shall continue to be applicable for the life of this Renewal License.

(b) PEG Access payments shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first payment shall be made on May 15, 2006 for the period from the January 1, 2006 through March 31, 2006. Quarterly thereafter, Licensee shall provide payments each August 15<sup>th</sup>, November 15<sup>th</sup>, February 15<sup>th</sup> based on the Gross Annual Revenues from the previous calendar quarter. The final payment, which shall be prorated, shall be made forty five (45) days after the expiration of this Renewal License.

(c) The Issuing Authority shall give the Licensee at least ninety (90) days written notice of its intent to increase PEG Access Annual Funding. These increases cannot occur during the same license year and the total Peg Access Operating Support will not exceed 3.5 % of the Licensee's Gross Annual Revenues. The Licensee shall commence paying on any increase ninety (90) days after the receipt of such Issuing Authority notice. Said notices shall not be retroactive, but shall become effective commencing after the ninety (90) day notification period described herein.

(d) The Licensee shall file with each of the payments pursuant to paragraph (b) above a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the total Gross Annual Revenue as defined in Section 1.1(n).

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Cable Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Issuing Authority or its designee an amount equal to the PEG Access payment required by the schedule set forth in Section 6.2(a) above. If the Licensee collects revenues for said Person, then the Licensee shall collect said \_ PEG Access payment on the Gross Annual Revenues of said Person and shall pay

said amounts to the Issuing Authority or its designee along with the Licensee's pursuant to this Section 6.2. If the Licensee does not collect the revenues for a Person that distributes any Cable Service over the System, then the Licensee shall notify any such Person of this PEG Access payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments accrue from the date due at two percent (2%) above the Prime Rate.

### **SECTION 6.3 – PEG ACCESS CAPITAL SUPPORT**

(a) Licensee shall provide a total capital payment of Two Hundred Thousand Dollars (\$200,000) to the Issuing Authority, or its designee, to be used for the purchase of PEG Access and related technology equipment and/ or facilities. All equipment purchased with these funds will be owned, operated and maintained by the Town. Said payments, shall be paid by Licensee as follows:

- (i) within sixty (60) days of the Effective Date of this Renewal License  
Sixty Thousand Dollars (\$60,000)
- (ii) within sixty (60) days of the first anniversary of this Renewal License  
Thirty-Five Thousand Dollars (\$35,000);
- (iii) within sixty days (60) days of the second anniversary of this Renewal License  
Thirty Five Thousand Dollars (\$35,000);
- ~~(iv) within sixty days (60) days of the third anniversary of this Renewal License  
Thirty Five Thousand Dollars (\$35,000);~~
- (v) within sixty days (60) days of the fourth anniversary of this Renewal License  
Thirty Five Thousand Dollars (\$35,000); and.

(b) Under no circumstances shall said capital/equipment/facilities payment be counted against (i) the PEG operating support payable to the Town and/or its designee pursuant to Section 6.2 above; (ii) the Licensee Fees payable to the Town pursuant to Section 7.1 below, and/or (iii) any other fees or payments required by applicable law.

(c) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Access Corporation from the date due at the rate of two percent (2%) above the Prime Rate.

## **SECTION 6.4 – NON-PROFIT/NON-COMMERCIAL PROGRAMMING**

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channels, equipment, or other facilities to provide for-profit commercial Programming. Nothing in this Section 6.4 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgments, to the extent not otherwise prohibited by applicable law or regulations.

## **SECTION 6.5 – PEG ACCESS CABLECASTING**

(a) In order that the Town or its designee(s) can cablecast PEG Access Programming over the PEG Access Channels, all PEG Access programming shall be modulated by the Town or its designee(s), then transmitted from any location in the Town with Origination Capability to the Headend on one of the Licensee's Upstream Channels made available by the Licensee, without charge to the Town and/or its designee(s), for such purpose, in accordance with Section 3.5. At the Licensee's Headend, said Access programming shall be retransmitted by the Licensee in the downstream direction on the appropriate Downstream PEG Access Channel(s).

(b) The Licensee shall continue to own, operate, maintain, repair or replace equipment at the Headend in order to receive and process upstream Programming from the Upstream channels and routing such programming through the Headend for distribution to the Subscriber Network.

(c) The Licensee shall provide the Town and its designee(s) with the capability to ensure that said Programming is properly switched electronically to the appropriate PEG Access Downstream Channel, in an efficient and timely manner. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels. The Licensee shall not charge the Town and/or its designee(s) for such electronic switching responsibility. Any manual switching that may be necessary for multiple remote origination cablecasting shall be the responsibility of the Issuing Authority or its designee(s). The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(d) The Licensee shall provide and maintain and repair, at its cost and at no cost to the Town, all necessary processing equipment in order to switch upstream Signals from the Town and/or its designee(s) to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide, repair, maintain or replace end-user equipment, with the demarcation point being the modulator output.

## **SECTION 6.6 – PEG ACCESS CHANNELS MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The Issuing Authority or its designee(s) shall be responsible for the picture quality of all PEG Access productions. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

**ARTICLE 7**  
**CUSTOMER SERVICE AND CONSUMER PROTECTION**

**SECTION 7.1 - CUSTOMER SERVICE CALL CENTER**

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee shall maintain sufficient customer service representative in its main customer service call center in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit D**, during Normal Business Hours, as defined therein.

(c) In the event that the Licensee does not maintain and operate its customer service call center twenty four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee

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shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

(d) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Tewksbury subscribers, unless required otherwise to be a local telephone number by applicable law.

**SECTION 7.2 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) Unless otherwise required by applicable law, the Licensee shall provide Cable Service(s), for new aerial standard installations, to Tewksbury residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Non-standard aerial and underground installation shall be completed as expeditiously as possible, weather permitting.

- (b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service calls will occur in the morning or afternoon, or during a more narrow time interval if possible. The Licensee shall also make reasonable efforts to install or make service visits at times convenient to Subscribers, including times other than 9:00 a.m. to 5:00 p.m. weekdays.
- (c) A Subscriber Complaint or request for service received after Normal Business Hours shall be acted upon the next business day
- (d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an outage as described in section (e)
- (e) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.
- (f) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

### **SECTION 7.3 - FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with FCC's Customer Service Obligations, codified at 47 U.S.C. 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit D**.

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### **SECTION 7.4 - BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit E** and made a part hereof, as the same may exist or as may be amended from time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Security Deposits.



## **SECTION 7.5 - COMPLAINT RESOLUTION PROCEDURES**

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaint/inquires, as follows:
  - (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within thirty (30) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps if any taken by the Licensee.
  - (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wished to participate in further processing of the Complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolved such matter.
- (c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.
- (d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

## **SECTION 7.6 - LOSS OF SERVICE-SIGNAL QUALITY**

The Licensee shall comply with all applicable FCC statutes; regulations and standard relating to quality of the Signals transmitted over the Cable System.

## **SECTION 7.7 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES**

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

## **SECTION 7.8 - SERVICE INTERRUPTIONS**

Pursuant to applicable law, in the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

## **SECTION 7.9 - SUBSCRIBER TELEVISION SETS**

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance.

## **SECTION 7.10 - PROTECTION OF SUBSCRIBER PRIVACY**

The Licensee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

## **SECTION 7.11 – MONITORING**

Pursuant to applicable law, neither the Licensee nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that the Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

## **SECTION 7.12 – POLLING**

Pursuant to applicable law, no poll or other upstream response of a Subscriber shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit

disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

#### **SECTION 7.13 – INFORMATION WITH RESPECT TO VIEWING HABITS & SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, neither the License nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

#### **SECTION 7.14 – SUBSCRIBER’S RIGHT TO INSPECT & VERIFY INFORMATION**

(a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

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#### **SECTION 7.15 – PROPRIETARY INFORMATION**

Notwithstanding anything to the contrary set forth in this License, the Licensee shall not be required to disclose proprietary Subscriber information to the Issuing Authority if such information is (i) deemed to be proprietary information under applicable law and (ii) protected from such disclosure under applicable law. The Issuing Authority agrees, to the extent allowed by law, consistent, however, with its obligations as the Issuing Authority, to treat any Subscriber information disclosed by the Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such Subscriber information. The Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law.

#### **SECTION 7.16 - EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Licensee.

## **ARTICLE 8**

### **RATES AND CHARGES**

#### **SECTION 8.1 – RATES & CHARGES**

- (a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Licensee or any affiliated Person for any Cable Service shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.
- (b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law and regulation.

#### **SECTION 8.2 - RATE REGULATION**

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

#### **SECTION 8.3 - NOTIFICATION OF RATES AND CHARGES**

- 
- (a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.
- (b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the Effective Date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq.

## **ARTICLE 9**

### **REGULATORY OVERSIGHT**

#### **SECTION 9.1 - INDEMNIFICATION**

The Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage, personal injury or bodily injury (including accidental death) that arise out of the Licensee's (including its officers, employees or agents) construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs. The Issuing Authority shall give the Licensee timely written notice of any claim for which indemnification is sought. (The Town shall make its best effort to forward said legal complaint to the Licensee within ten (10) business days of receipt by the Town.) The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee.

#### **SECTION 9.2 - INSURANCE**

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

- (a) A general comprehensive liability policy, written on an occurrence basis, on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, ~~maintenance, operation or removal of the Cable System or alleged to have been so occasioned,~~ with a minimum liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- (b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance operation or removal of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00).

- (c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of One Million Dollars (\$1,000,000.00) for bodily injury and consequent death and property damage per occurrence.
- (d) Workers Compensation in the minimum amount of the statutory limit.
- (e) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000.00) umbrella form over all other insurance required by this Section 9.2.
- (f) The following conditions shall apply to the insurance policies required herein:
  - (i) Such insurance shall commence no later than the Effective Date of the Renewal License.
  - (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
  - (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
  - (iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.
  - (v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.
  - (vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts and meeting the same minimum requirements as required herein.
  - (vii) The Licensee shall be responsible for all deductibles.
  - (viii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all liability insurance policies.
  - (ix) Neither this Section 9.2, nor the provision of insurance or insurance proceeds pursuant to this Section 9.2, shall limit the liability of the Licensee pursuant to this Renewal License.

### **SECTION 9.3 - PERFORMANCE BOND**

- (a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be upon the terms and conditions specified in M.G.L. c. 166A, § 5(k) and the faithful performance and discharge of all of the obligations imposed by this Renewal License, subject to the provisions of Sections 11.1 and 11.2 below.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, pursuant to M.G.L. c. 166A, § 5(f) and Section 9.14 below, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more of the terms and conditions of the bond, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 10.1 below.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Fifty Thousand Dollars (\$50,000.00) required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

#### **SECTION 9.4 – NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies and the performance bond required pursuant to Sections 9.2 and 9.3 above shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel or reduce the coverage required herein.

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#### **SECTION 9.5 – FRANCHISE AND LICENSE FEES**

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG Access Annual Support (Section 6.2) and (ii) any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Support (Section 6.3) (ii) interest due herein to the Issuing



Authority because of late payments; and (iii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Licensee to the Town pursuant to this Section shall be made payable to the Town and provided to the Issuing Authority unless otherwise agreed by the parties.

#### **SECTION 9.6 – USE OF THE SYSTEM BY AFFILIATES**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Cable Services provided to the Town.

#### **SECTION 9.7 - REPORTS**

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

#### **SECTION 9.8 – IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.3 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority, but not more than once annually, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee

#### **SECTION 9.9 – SUBSCRIBER COMPLAINT REPORT**

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 to the Issuing Authority, or its designee(s), as required by the Cable Division.

#### **SECTION 9.10 – ANNUAL PERFORMANCE TEST**

Upon written request of the Issuing Authority, the Licensee shall provide to the Issuing Authority copies of performance tests in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

### **SECTION 9.11 – QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s) in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

### **SECTION 9.12 – DUAL FILINGS**

Either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 7.15 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

### **SECTION 9.13 – INVESTIGATIONS**

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

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### **SECTION 9.14 – EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

### **SECTION 9.15 – REMOVAL OF SYSTEM**

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

#### **SECTION 9.16 - JURISDICTION**

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

**ARTICLE 10**  
**DETERMINATION OF BREACH – LIQUIDATED DAMAGES**  
**-LICENSE REVOCATION**

**SECTION 10.1 – DETERMINATION OF BREACH**

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- (b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.
- (c) In the event that (i) the Licensee fails to respond to such notice of default and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.
- (d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:
  - (i) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
  - (ii) commence an action at law for monetary damages;
  - (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 9.3 herein;
  - (iv) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
  - (v) invoke any other lawful remedy available to the Town.

## **SECTION 10.2 – REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law and subject to the provisions of Section 11.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

## **SECTION 10.3 – TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 10.1 and 10.2 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; and/or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License and applicable law.

## **SECTION 10.4 – NOTICE OF LEGAL ACTION**

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

## **SECTION 10.5 – NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

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(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

## **ARTICLE 11**

### **MISCELLANEOUS**

#### **SECTION 11.1 - SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

#### **SECTION 11.2 - FORCE MAJEURE**

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Licensee's control.

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#### **SECTION 11.3 - NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to the Licensee.

Town of Tewksbury  
Attn: Board of Selectmen  
1009 Main Street  
Tewksbury, MA 01876

with a copy to the Cable Advisory Committee at the same address as above.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.  
Attn: Director of Government & Community Relations  
4 Lyberty Way  
Westford, MA 01886

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1500 Market Street  
Philadelphia, PA 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### **SECTION 11.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

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#### **SECTION 11.5 - CAPTIONS**

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

#### **SECTION 11.6 - WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

#### **SECTION 11.7 – ACTS OR OMISSIONS OF AFFILIATES**

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance operation or removal of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

#### **SECTION 11.8 - APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

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#### **SECTION 11.9 - NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commission, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

#### **SECTION 11.10 - TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License, provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention pursuant to applicable law.



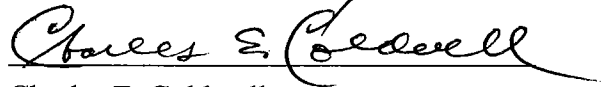
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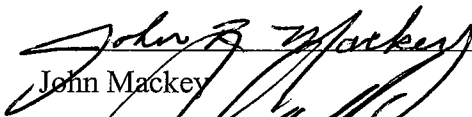
In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Tewksbury, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Southern New Hampshire, Inc.

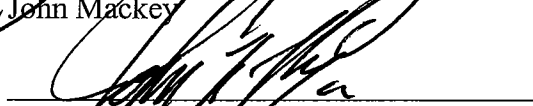
**TOWN OF TEWKSBURY**

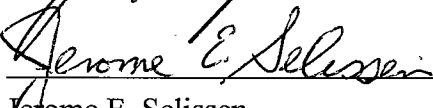
By:

  
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Joseph P. Gill, Jr. Chairman

  
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Charles E. Coldwell

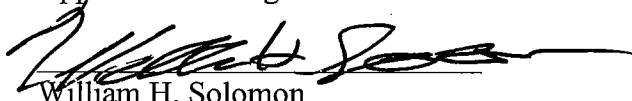
  
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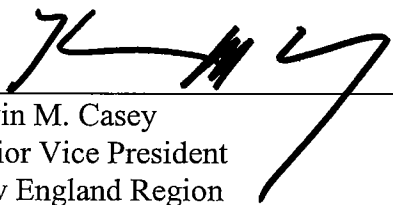
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Approved as to legal form:

  
\_\_\_\_\_  
William H. Solomon  
Special Cable Counsel

**COMCAST OF SOUTHERN NEW ENGLAND, INC.**

By:

  
\_\_\_\_\_  
Kevin M. Casey  
Senior Vice President  
New England Region

## **EXHIBIT A**

### **PUBLIC BUILDINGS ON THE CABLE SYSTEM**

#### **Public School Buildings:**

1. Center School @ 139 Pleasant Street
2. Dewing School @ 1469 Andover Street
3. North Street School @ 133 North Street
4. John W. Winn Middle School @ 1 Griffin Way
5. Trahan School @ 12 Salem Street
6. Heath Brook School @ 165 Shawsheen Road
7. High School @ 320 Pleasant Street
8. Ella Fleming School @ 1503 Andover Street
9. John F. Ryan Elementary School @ 135 Pleasant St.

#### **Municipal Buildings:**

1. Police Station @ 918 Main Street
2. Central Fire Station @ 21 Town Hall Avenue
3. North Fire Station @ 830 North Street
- ~~4. South Fire Station @ 2342 Main Street~~
5. Livingston Street Park @ 286 Livingston Street
6. Water Treatment Plant @ 71 Merrimac Street
7. Senior Center @ 175 Chandler Street
8. Town Hall @ 1009 Town Hall Avenue
9. Department of Public Works @ 999 Pine Street

## EXHIBIT B

### INSTITUTIONAL NETWORK ORIGINATION LOCATIONS

#### **Public School Buildings:**

1. Center School @ 139 Pleasant Street
2. Dewing School @ 1469 Andover Street
3. North Street School @ 133 North Street
4. John W. Winn Middle School @ 1 Griffin Way
5. Trahan School @ 12 Salem Street
6. Heath Brook School @ 165 Shawsheen Road
7. High School @ 320 Pleasant Street
8. Ella Fleming School @ 1503 Andover Street
9. John F. Ryan Elementary School @ 135 Pleasant St.

#### **Municipal Buildings:**

1. Police Station @ 918 Main Street
  2. Central Fire Station @ 21 Town Hall Avenue
  3. North Fire Station @ 830 North Street
- 
4. South Fire Station @ 2342 Main Street
  5. Public Library @ 300 Chandler Street
  6. Livingston Street Park @ 286 Livingston Street
  7. Water Treatment Plant @ 71 Merrimac Street
  8. Senior Center @ 175 Chandler Street
  9. Town Hall @ 1009 Town Hall Avenue
  10. Town Hall Annex @ 11 Town Hall Ave.
  11. Department of Public Works @ 999 Pine Street

## **EXHIBIT C**

### **PROGRAMMING**

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

## EXHIBIT D

### CUSTOMER SERVICE OBLIGATIONS

#### TITLE 47--TELECOMMUNICATION

#### CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

#### PART 76--CABLE TELEVISION SERVICE

#### Subpart H--General Operating Requirements

##### **Sec. 76.309 Customer Service Obligations**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Execution July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

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~~(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.~~

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may

schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(1) Definitions—

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

**EXHIBIT E**  
**BILLING & TERMINATION REGULATIONS**

**207 CMR 10.00**

**10.01: BILLING PRACTICES NOTICE**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

**10.02: SERVICES, RATES AND CHARGES NOTICE**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

**10.03: FORM OF BILL**

- (1) The bill shall contain the following information in clear, concise and understandable language and format:

- (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
- (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
- (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
- (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) the date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
  - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
  - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
  - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

#### **10.04: ADVANCE BILLING AND ISSUANCE OF BILL**

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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#### **10.05: BILLING DUE DATES, DELINQUENCY, LATE CHARGES AND TERMINATION OF SERVICE**

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
  - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207



CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

#### **10.06: CHARGES FOR DISCONNECTION OR DOWNGRADING OF SERVICE**

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
  - (a) A subscriber requests total disconnection from cable service; or
  - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the Execution date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the Execution date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

#### **10.07: BILLING DISPUTES**

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) **The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.**
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefore.

#### **10.08: SECURITY DEPOSITS**

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.